

**PREPARATION OF  
AGREEMENT BETWEEN  
OWNER AND ARCHITECT**

**CHECKLIST**

Use with ABC Form B-2 or 9-K (August 2001)  
Submit CHECKLIST to Owner with Agreement

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| <p>The Agreement form should be prepared by the design professional following this Checklist. The numbers in the left column below correspond to numbers in the left margin of the Agreement form. If the Agreement is to be paid in whole or in part by the PSCA, use ABC Form 9-K (PSCA Version).</p> |  |
| (1)   | <b>BC PROJECT NUMBER:</b> Insert the BC Project Number, if known, in the block provided.   |
| (2)   | <b>DATE of this Agreement:</b> Insert the date on which the Agreement is signed by the Architect/ Engineer.  |
| (3)   | <b>The OWNER:</b> Provide the full, legal name of the OWNER. If ABC Form 9-K is being used, insert the Local Education Authority's name below "The Alabama Public School and College Authority and."   |
| (4)   | <b>The ARCHITECT or ENGINEER:</b> Check the appropriate box and provide the full, legal name of the Architectural or Engineering firm with mailing address and FEIN.   |
| (5)   | <b>The PROJECT:</b> Provide the project name or description of the Work covered by the Agreement. If the Owner has assigned a number to the project, provide the project number. The project name or description must be easily identifiable with the related bid packages and construction contracts. If the space in this section is not adequate for describing the Work, the description of the Work may be provided on an attachment to the Agreement with reference to the attachment made in this space.  |
| (6)   | <b>BUDGET:</b> Check the appropriate box to identify whether the Budgeted Cost of the Work is tentative or fixed and state the budgeted amount in both words and figures.  |
| (7)   | <p><b>BASIC FEE:</b> (Check one of two boxes.)</p> <ul style="list-style-type: none"> <li>• If the Basic Fee is a Fixed Fee, check the first box and insert the amount of the Fixed Fee in both words and figures <b>OR</b></li> <li>• If the Basic Fee is to be determined as a percentage of the Cost of the Work, check the second box and insert the percentage rate at the end of the sentence.</li> </ul> <p>A Basic Fee larger than would be determined in accordance with Chapter 4-Supplement of the Manual of Procedures must be justified by the information contained in Items 9, 10, and 12.</p>                |
| (8)   | <p><b>PROJECT CLASSIFICATION:</b> (Check one of three boxes.)</p> <ul style="list-style-type: none"> <li>• If the Project falls within a Building Group defined in Chapter 4-Supplement, check the first box and insert the Building Group number (I, II, III, IV, or V) at the end of the sentence. <b>OR</b></li> <li>• If the Project is divided into two or more Building Groups, check the second box and refer to Item 12, <b>OR</b></li> <li>• If the Project does not fall within a Building Group, check the third box and refer to Item 12.</li> </ul>   |
| (9)   | <p><b>DETERMINATION of the BASIC FEE:</b> (Check one or two of three boxes.)</p> <ul style="list-style-type: none"> <li>• If the Basic Fee, either as a Fixed Fee or a Basic Fee Rate, was derived from the "Schedule of Basic Fee Rates" of Chapter 4-Supplement, check the first box. If the Basic Fee was derived from the "Schedule of Basic Fee Rates" of Chapter 4-Supplement, but increased for Major Renovation, <b>ALSO</b> check the second box and insert the percentage of increase used (0% to 25%). <b>OR</b></li> <li>• If the Basic Fee was negotiated, check the third box and refer to Item 12.</li> </ul> |
| (10)  | <b>TERMINATION PERIOD:</b> Insert the number of months of Project postponement or delay that is allowable before the Agreement can be terminated under Standard Article 9. (12 months is typical.)   |
| (11)  | <b>DESIGN SCHEDULE:</b> Insert the number of calendar days applicable to each phase of the design schedule in Standard Article 11.   |

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| <p><b>(12) SPECIAL PROVISIONS</b></p> <p>All negotiated modifications or supplementations of the Standard Articles must be covered in detail as Special Provisions. For clarity, the Standard Article being modified or supplemented should be cited. Fees and services not covered by the Standard Articles should be stated in the Special Provisions section of the Agreement. If the space provided in the Agreement form is not sufficient, Special Provisions may be continued, or contained, in an attachment that is cited in the Special Provisions space. Typical subjects of Special Provisions are listed, and should be checked off, on the next page.</p> |
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| <b>TYPICAL SUBJECTS ADDRESSED IN SPECIAL PROVISIONS</b> |     |  |
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| YES   | N/A |  |
|   |     | For each item below check "YES", indicating that the item has been addressed as a Special Provision, or check "N/A", indicating that the item is not applicable  |
|   |     | Project Classification: (from Item 9) <ul style="list-style-type: none"> <li>• If the Project involves buildings in two or more Building Groups, the buildings should be identified by Building Groups and it should be stipulated whether separate or average Basic Fee Rates are to be applied due to multiple classifications.</li> <li>• If the Project does not fall within a Building Group, the design requirements differing from the standard Building Groups should be identified and the basis for determination of the Basic Fee explained.</li> </ul>   |
|   |     | Negotiated Basic Fee: (from Item 10) <ul style="list-style-type: none"> <li>• If a negotiated Basic Fee is less than the maximum allowable in with Chapter 4-Supplement of the Manual of Procedures, this should be stated for clarity of the Agreement.</li> <li>• If a negotiated Basic Fee is more than maximum allowable in Chapter 4-Supplement of the Manual of Procedures, this must be explained and justified for ABC concurrence.</li> <li>• If the Basic Fee is negotiated to cover services or expenses not included in the Basic Services of the Standard Articles, such services and expenses should be clearly identified as included in the Basic Services.</li> </ul> |
|   |     | Scope and costs of special consulting services (Refer to Standard Article 10)  |
|   |     | Predetermined hourly or other rates to be paid for Extra Services if any are rendered by the Architect, staff, and consulting engineers. (Refer to Standard Article 6.)  |
|   |     | Programing Services: Pre-design services to assist the Owner in the development of a comprehensive building program.   |
|   |     | Implementation of procedures for prequalifying general contractor and subcontractor bidders.   |
|   |     | Employment of an Architect's On-site Representative and terms of payment   |
|   |     | Number or frequency of inspections by consulting engineers. (Refer to Standard Article 10)   |
|   |     | Modification of Architect's required insurance coverages. (Refer to Standard Article 14)   |
|   |     | Project delivery method: The Schedule of Basic Fee Rates contemplates that the Work will be executed under one lump sum Construction Contract, or one lump sum Construction Contract for sitework and a second lump sum Construction Contract for building construction, if multiple Construction Contracts, phased construction, fast track, construction management, or other delivery methods are to be employed, this should be addressed.   |
|   |     | Predetermined costs of extra plans and specifications  |
|   |     | Lump Sum fees for services not covered otherwise   |
|   |     | Special "As-Built" drawing requirements, such as reproducible or electronic documents  |
|   |     | Incorporation of attachments stipulating additional terms and conditions of the Agreement  |

**(13) CONSULTANTS:** Insert the name, Alabama Registration Number, address, and telephone number of each design consultant to be employed by the Architect.

**(14) SIGNATURES – APPROVING and CONTRACTING PARTIES**

- The requirements peculiar to State Agency, PSCA, and Postsecondary Education projects are contained in Appendixes A-1, A-2, and A-3 respectively of the Manual of Procedures of the Alabama Building Commission. Each Appendix identifies the parties signing the Agreement.
- Prepare the signature spaces for the Approving and Contracting Parties stated in the Appendix, verifying correct names with Owner. Provide additional signature spaces as needed.
- Consult Awarding Authority to determine if they require signatures in addition to those above and provide additional Approving or Contracting Party signature spaces as required.